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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 772 22 May 1970

INDUSTRIAL CONCILIATION ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE.—SICK PAY FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 30 June 1972, upon the employers' organisation and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisation or unions.

M. VILJOEN, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Cape Furniture Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

National Association of Furniture and Allied Workers of South Africa; and

National Union of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Western Cape.

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 772 22 Mei 1970

WET OP NYWERHEIDSVERSOENING, 1956

MEUBELNYWERHEID, WES-KAAPLAND.—SIEKTEBESOLDIGINGSFONDSOORENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1972 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN WES-KAAPLAND

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur en tussen die

Cape Furniture Manufacturers' Association

(hieronder "die werkgewers" of die "werkgewersorganisasie" bedoel), aan die een kant, en die

National Association of Furniture and Allied Workers of South Africa; en

National Union of Furniture and Allied Workers of South Africa

(hieronder die "werknemers" of die "vakverenigings" bedoel), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland.

1—2714

1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, The Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Cape), Ladismith, Laingsburg, Malmesbury, Montague, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly West, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown and Prieska, but excluding that portion of the Magisterial District of Kuruman which prior to the publication of Government Notice 1314 of 28 August 1964, fell within the Magisterial District of Postmasburg, by all employers who are members of the employers' organisation and engaged in the Furniture Manufacturing Industry and by all employees who are members of the trade unions and employed in that Industry.

(b) In the event of the expiry of the Main Agreement by the effluxion of time or cessation for any other cause during the currency of this Agreement, the classes of work and minimum rates of pay prescribed in the said Main Agreement shall be deemed to be the classes of work and the minimum rates of pay for purposes of this Agreement.

(c) Notwithstanding the provisions of paragraph (a) the terms of this Agreement shall—

(i) only apply to employees for whom wages are prescribed in the Main Agreement, and to the employers of such employees;

(ii) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any condition fixed thereunder.

2. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section forty-eight of the Industrial Conciliation Act, 1956, and shall remain in force until 30 June 1972 or such period as may be determined by him.

3. DEFINITIONS

All expressions used in this Agreement which are defined in the Industrial Conciliation Act of 1956, shall have the same meaning as in the Act and any reference to an Act shall include any amendments to such Act and unless inconsistent with the context—

"apprentice" means an employee serving under a written contract of apprenticeship recognised by the Council, or a contract of apprenticeship registered under the Apprenticeship Act of 1944;

"Furniture Industry" or "Industry" means without in any way limiting the ordinary meaning of the expression, the Industry in which the employers and employees are associated for any or all of the following:

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing, making of loose covers and/or cushions and/or curtains and/or the making and/or repairing of box-spring mattresses and/or frames for upholstering, wood-machining, veneering, wood-turning, carving in connection with the manufacture and/or repair of furniture, polishing and/or repolishing of pianos or the manufacture and/or staining, spraying and polishing and/or repolishing of tearoom, office, church, school, bar or theatre furniture, and cabinets for musical instruments, and radio or wireless cabinets and shall include the manufacture or processes in the manufacture of bedding, the definition and interpretation of which shall include all manner or types of mattresses, spring mattresses, overlays, pillows, bolsters and cushions and includes the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is carried on; and includes further, the repairing, re-upholstering or repolishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale either in whole or in part is carried on, and the veneering of laminated blockboard or plywood doors used for furniture, and all parts of materials used in the construction of furniture, but excludes the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture including the manufacture of metal bedsteads;

"contributions" means the amounts payable in terms of clause 18 of this Agreement;

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalinge van hierdie Ooreenkoms moet in die landdrostrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, die Kaap, Carnavon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Kaap), Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly-Wes, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown en Prieska, maar uitgesonderd daardie gedeelte van die landdrostrik Kuruman wat voor die publikasie van Goewermentskennisgewing 1314 van 28 Augustus 1964, binne die landdrostrik Postmasburg geval het, nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Meubelnywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings is en in daardie Nywerheid werksaam is.

(b) Ingeval die Hofooreenkoms weens die verloop van tyd verstrek of om 'n ander rede gestaak word gedurende die geldigheidstermyn van hierdie Ooreenkoms, word die klasse werk en die minimum besoldiging wat in genoemde Hofooreenkoms voorgeskryf word, gegag die klasse werk en die minimum besoldiging vir die toepassing van hierdie Ooreenkoms te wees.

(c) Ondanks die bepalinge van paragraaf (a) is die bepalinge van hierdie Ooreenkoms—

(i) van toepassing op slegs dié werknemers vir wie lone in die Hofooreenkoms voorgeskryf word, en op die werkgewers van sodanige werknemers;

(ii) op vakleerlinge van toepassing vir sover dit nie met die bepalinge van die Wet op Vakleerlinge, 1944, of 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarkragtens vasgestel is, onbestaanbaar is nie.

2. DATUM EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, mag vasstel en bly van krag tot 30 Junie 1972, of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in die Ooreenkoms gebesig en in die Wet op Nywerheidsversoening van 1956, omskryf is, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel, en tensy onbestaanbaar met die sinsverband, beteken—

"vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingkontrak wat deur die Raad erken word of 'n leerlingkontrak wat ooreenkomstig die Wet op Vakleerlinge, 1944, geregistreer is;

"Meubelnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enigeen van of al die volgende:

Herstel-, stoffeer-, herstoffeer-, beits-, spuit- of poleerwerk en/of herpoleerwerk, die maak van los oortreksels en/of stoelkussings en/of gordyne en/of die maak en/of herstel van kisveermatrasse en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsniewerk in verband met die vervaardiging en/of herstel van meubels, poleer- en/of herpoleerwerk aan klaviere of die vervaardiging van en/of beits-, spuit- en poleer- en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroë of teaters, en kabinette vir musiekinstrumente en radio- en/of draadlooskabinette, en ook die vervaardiging of proses vir die vervaardiging van beddegoed wat op so 'n wyse omskryf en vertolk moet word dat dit alle soorte matrasse, veermatrasse, beleglae, kussings, peule en stoelkussings insluit, en omvat dit ook die werksaamhede verrig op alle persele waar houtmasjienwerk, houtdraai- en/of houtsniewerk in verband met die vervaardiging van meubels gedoen word; en voorts herstel-, herstoffeer- of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of 'n werksaamheid in verband met die finale bereiding van meubelstukke vir verkoop, of in hul geheel of gedeeltelik verrig word, en fineerwerk aan deure wat van lamelblokkhoed of laaghout gemaak en vir meubels gebruik word, en alle dele van materiaal wat vir die maak van meubels gebruik word; maar uitgesonderd die vervaardiging van artikels wat hoofsaaklik van riet, gras en/of rottang gemaak is, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels;

"bydraes" die bedrae wat ingevolge klousule 18 van hierdie Ooreenkoms betaalbaar is;

"Council" means the Industrial Council for the Furniture Manufacturing Industry of the Western Cape registered in terms of section 19 of the Industrial Conciliation Act, 1956;

"wage group" means the basic weekly wage prescribed in the Main Agreement (excluding payment for overtime or any other remuneration received by an employee);

"Main Agreement" means the Agreement published under Government Notice R. 2011 of 11 July 1969, and any amendments thereto.

4. ESTABLISHMENT OF SICK FUND

(1) The Fund established in terms of the agreement published under Government Notice R. 704 of 26 April 1968, and known as the "Sick Pay Fund of the Furniture Manufacturing Industry of the Western Cape" (hereinafter referred to as "the Fund") is hereby continued.

(2) The Fund shall consist of—

(a) contributions paid into the Fund in accordance with the provisions of clause 18 of this Agreement;

(b) interest derived from the investment of any moneys of the Fund in terms of clause 7 of this Agreement;

(c) any other moneys to which the Fund may become entitled.

(3) Membership of the Fund shall be compulsory for all employees employed in the Industry who are members of any of the trade unions.

5. OBJECT

The object of the Fund shall be to supply members of the Fund with benefits as prescribed in clauses 16 and 17 of this Agreement.

6. ADMINISTRATION

(1) Control and administration of the Fund shall be vested in the Council.

(2) The Council shall have the power to make and alter rules governing the administration of the Fund. Copies of the rules and any amendments thereto, which shall not be inconsistent with any Act or this Agreement shall be lodged with the Secretary for Labour.

7. FINANCIAL CONTROL

(1) All moneys paid to the Fund shall be deposited in a banking account to be opened in the name of the Fund at a bank and/or institution approved by the Industrial Council.

(2) All payments from the Fund shall be by cheque drawn on the Fund's account and such cheques shall be signed by two persons duly authorised thereto by the Council.

(3) All moneys regarded by the Council as being surplus to the Fund's immediate requirements may be placed on deposit at a bank or registered building society or be invested in National Saving Certificates or stock of the Republic of South Africa or local Government stocks or in any other manner approved by the Registrar.

(4) All expenses incurred in connection with the administration of the Fund shall form a charge upon the Fund.

(5) Auditor(s) shall be appointed by the Council. Such auditor(s) shall be registered in terms of the Public Accountants and Auditors Act, 1951.

(6) As soon as possible after the 31st December of each year, the Secretary of the Fund shall prepare a statement of all moneys received and owing and details of expenditure incurred and accrued for the 12 months ended 31 December, and a statement showing the Funds assets and liabilities which shall be certified by the auditor and submitted together with the auditors' report to the Council.

(7) The audited statement and report thereon shall be open for inspection at the office of the Council and copies countersigned by the Chairman shall be sent to the Secretary for Labour within three months of the close of the period covered thereby.

8. EXPIRY OF AGREEMENT

(a) Any Agreement declared by the Minister to be binding in terms of section 48 of the Industrial Conciliation Act, 1956, replacing or succeeding this Agreement may make provision for the continuity and administration of the Fund.

(b) In the event of the expiry of this Agreement or any extension or renewal thereof and a subsequent agreement providing for the continuation of the Fund not being negotiated within a period of 24 months from the date of such expiry, or the Fund not being transferred by the Council within such period to any other fund constituted for the same purposes as that for which the original Fund was created, the Fund shall be liquidated by the Council. The Fund shall during the said

"Raad" die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland wat ingevolge artikel 19 van die Wet op Nywerheidsversoening, 1956, geregistreer is;

"loongroep" die basiese weekloon wat in die Hoofooreenkoms voorgeskrif word (uitgesonderd oortyd- of ander besoldiging wat 'n werknemer ontvang);

"Hofooreenkoms" die ooreenkoms wat by Goewermmentskennisgewing R. 2011 van 11 Julie 1969, gepubliseer is en alle wysigings daarvan.

4. STIGTING VAN SIEKEFONDS

(1) Die Fonds gestig ingevolge die ooreenkoms gepubliseer by Goewermmentskennisgewing R. 704 van 26 April 1968, wat as die "Siektebesoldigingsfonds vir die Meubelnywerheid van Wes-Kaapland" (hieronder die "Fonds" genoem) bekend staan, word hierby voortgesit.

(2) Die Fonds bestaan uit—

(a) bydraes wat in die Fonds gestort word ooreenkomstig klousule 18 van hierdie Ooreenkoms;

(b) rente op die belegging van geld van die Fonds ooreenkomstig klousule 7 van hierdie Ooreenkoms;

(c) alle ander geld waarop die Fonds geregtig mag word.

(3) Lidmaatskap van die Fonds is verpligtend vir alle werknemers wat in die Nywerheid werksaam is en lede van enige van die vakverenigings is.

5. OOGMERK

Die oogmerk van die Fonds is om aan lede van die Fonds bystand te verleen soos in klousules 16 en 17 van hierdie Ooreenkoms voorgeskrif.

6. ADMINISTRASIE

(1) Die beheer en administrasie van die Fonds berus by die Raad.

(2) Die Raad het die bevoegdheid om reëls betreffende die administrasie van die Fonds op te stel en te verander. Kopieë van die reëls en alle wysigings daarvan, wat nie met 'n wet of hierdie Ooreenkoms onbestaanbaar mag wees nie, moet by die Sekretaris van Arbeid ingedien word.

7. FINANSIËLE BEHEER

(1) Alle geld aan die Fonds betaal, word in 'n bankrekening gedeponeer wat op naam van die Fonds geopen word by 'n bank en/of instelling wat deur die Nywerheidsraad goedgekeur is.

(2) Alle betalings uit die Fonds geskied by wyse van tjeks wat op die Fonds se rekening getrek word, en sodanige tjeks word deur twee persone onderteken wat behoorlik deur die Raad daartoe gemagtig word.

(3) Alle geld wat na die mening van die Raad 'n surplus uitmaak vir sover dit die Fonds se onmiddellike behoeftes betref, kan in 'n bank of geregisteerde bouvereniging op deposito geplaas of in Nasionale Spaarsertifikate of effekte van die Republiek van Suid-Afrika of plaaslike besture belê of op enige ander wyse behandel word wat die Registrateur goedkeur.

(4) Alle onkoste aangegaan in verband met die administrasie van die Fonds, kom ten laste van die Fonds.

(5) Ouditeur(s) word deur die Raad aangestel. Sodanige ouditeur(s) moet ingevolge die Wet op Openbare Rekenmeesters en Ouditeurs, 1951, geregistreer wees.

(6) Die Sekretaris van die Fonds moet so gou moontlik na 31 Desember elke jaar 'n staat opstel van alle geld wat ontvang en verskuldig is en van besonderhede van uitgawes wat aangegaan is en opgeloo het gedurende die 12 maande geëindig 31 Desember, en 'n staat wat die bates en laste van die Fonds toon en wat deur die ouditeur gesertifiseer moet word, moet saam met die ouditeur se verslag aan die Raad voorgelê word.

(7) Die geouditeerde staat en die verslag daarvoor lê daarna ter insae in die kantoor van die Raad, en kopieë, mede-onderteken deur die Voorsitter, moet binne drie maande na die einde van die tydperk wat daardeur gedek word, aan die Sekretaris van Arbeid gestuur word.

8. VERSTRYKING VAN OOREENKOMS

(a) 'n Ooreenkoms wat die Minister kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, bindend verklaar en wat hierdie Ooreenkoms vervang of opvolg, kan voorsiening maak vir die voortsetting en administrasie van die Fonds.

(b) Ingeval hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan verstryk en 'n latere ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds, nie binne 'n tydperk van 24 maande vanaf sodanige vervaldatum aangegaan word nie, of indien die Fonds nie binne sodanige tydperk deur die Raad na 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fonds gestig is, oorgedra word nie, word die Fonds deur die Raad gelikwideer. Die Fonds moet gedurende

period of 24 months or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement, be administered by the Council.

(c) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by a Management Committee consisting of the members of the Council in office at the date on which the Council ceases to function or is dissolved. Any vacancies occurring on such Committee may be filled by the Registrar from employers and employees in the Industry so as to ensure an equality of employer and employee representatives in the membership of the Committee.

(d) Should members of the Council at the time of its dissolution be unable or unwilling to administer the affairs of the Sick Fund, or should a deadlock arise between the members of the Committee rendering the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties which would have been entrusted to such members, and who shall then possess all the powers of the Council in relation to the affairs of the Sick Fund. In the event of there being no Council in existence the Fund shall be liquidated upon the expiry of the Agreement by the Committee, trustee or trustees, as the case may be, in the manner set forth in clause 9 of the Agreement.

9. LIQUIDATION

(1) Upon liquidation of the Fund in terms of clause 8, the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including any liquidation and administration expenses shall be distributed as follows:

(a) Of the balance in the books of the Fund after all claims have been met and moneys due to the Fund have been accrued as at 30 April 1970, the Trade Unions will receive 73 per cent and the Cape Furniture Manufacturers' Association 27 per cent.

(b) Should the moneys available for distribution exceed the amount referred to in paragraph (a), the difference between the two amounts will be divided equally between the Trade Unions and the Cape Furniture Manufacturers' Association.

(c) Should the amount available for distribution be less than the amount referred to in paragraph (a), the Trade Unions will receive 73 per cent and the Cape Furniture Manufacturers' Association 27 per cent.

10. AGENTS

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of every employer and employee to permit such persons to institute and complete such enquiries and to examine such documents, books, wage sheets, time and pay tickets, and to interrogate such individuals, and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent during the course of his investigations.

11. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in or at the place where his employees are working, a legible copy of this Agreement in both the official languages of the Republic of South Africa.

12. BENEFITS NOT ALIENABLE OR EXECUTABLE

The benefits provided for by the Fund shall not be transferable and any beneficiary who attempts to assign, transfer or otherwise cede or pledge or hypothecate his or her right shall have all benefits from the Fund immediately suspended for a period of three months.

13. CLAIMS

(1) Claims for sick pay benefits from the Fund shall be lodged with the Fund on the form prescribed by the Council from time to time, and shall be accompanied by a detailed medical certificate in the form prescribed. The cost of the medical certificate shall be borne by the applicant concerned; provided, however, that the Council may require an independent medical examination, the cost of which shall be a charge upon the Fund.

(2) No claim shall be recognised by the Fund if the applicant has failed to act upon proper medical advice, and sick pay benefits shall become payable only from the date on which the member has seen his medical practitioner.

genoemde tydperk van 24 maande of tot tyd en wyl dit na 'n ander fonds soos hierbo bedoel, oorgedra of by 'n latere ooreenkoms voortgesit word, deur die Raad geadministreer word.

(c) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, moet die Fonds nog geadministreer word deur 'n Bestuurskomitee bestaande uit d'e lede van die Raad wat die amp van raadslid beklee op die datum waarop die Raad ophou om te funksioneer of ontbind word. 'n Vakature wat in sodanige Komitee ontstaan, kan deur die Registrateur gevul word uit die geledere van die werkgewers en werknemers in die Nywerheid en wel op so 'n manier dat 'n gelyke getal werkgewers- en werknemersverteenvoorders in die Komitee verseker word.

(d) Indien lede van die Raad ten tyde van sy ontbinding nie daartoe in staat is nie of onwillig is om die sake van die Siekefonds te administreer, of indien daar 'n dooie punt tussen die lede van die Komitee ontstaan wat die administrasie van die Fonds na die mening van die Registrateur onmoontlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte uit te voer wat aan sodanige lede toevertrou sou gewees het, en sodanige trustee of trustees het dan al die Raad se bevoegdhede in verband met die sake van die Siekefonds. Ingeval daar geen Raad bestaan nie, word die Fonds by die verstryking van die Ooreenkoms deur die Komitee of trustee(s), na gelang van die geval, gelikwadeer op die wyse voorgeskryf in klousule 9 van die Ooreenkoms.

9. LIKWIDASIE

1. Wanneer die Fonds ingevolge klousule 8 gelikwadeer word, moet die geld wat nog in die krediet van die Fonds staan ná betaling van alle eise teen die Fonds, met inbegrip van likwidasiel- en administrasiekoste, soos volg verdeel word:

(a) Die vakverenigings moet 73 persent en die Cape Furniture Manufacturers' Association 27 persent ontvang van die saldo in die boeke van die Fonds nadat alle eise betaal is en die geld wat aan die Fonds verskuldig is, opgeloop het tot op 30 April 1970;

(b) as die geld wat vir verdeling beskikbaar is, meer is as die bedrag in paragraaf (a) genoem, moet die verskil tussen die twee bedrae gelykop tussen die vakverenigings en die Cape Furniture Manufacturers' Association verdeel word;

(c) as die bedrag wat vir verdeling beskikbaar is, minder is as die bedrag in paragraaf (a) genoem, moet die vakverenigings 73 persent en die Cape Furniture Manufacturers' Association 27 persent daarvan ontvang.

10. AGENTE

Die Raad mag een of meer aangewese persone as agente aanstel om by die toepassing van hierdie Ooreenkoms behulpsaam te wees, en dit is die plig van elke werkgewer en werknemer om sodanige agente toe te laat om dié navrae te doen en te voltooi en dié dokumente, boeke, loonstate, tyd- en betaalkaarte te ondersoek en om dié persone te ondervra en dié stappe te doen wat nodig mag wees om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word, en niemand mag 'n valse verklaring aan sodanige agent in die loop van sy ondersoek doen nie.

11. VERTONING VAN OOREENKOMS

Elke werkgewer moet in of op die plek waar sy werknemers werk, 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale van die Republiek van Suid-Afrika opplak en opgeplak hou.

12. BYSTAND NIE VERVREEMBAAR OF EKSEKUTABEL NIE

Die bystand wat die Fonds bied, is nie oordraagbaar nie, en waar 'n bevooroordeelde sy of haar reg probeer oormak, oordra of op 'n ander wyse seeder of verpand of verhipotekeer, word alle bystand uit die Fonds onmiddellik vir 'n tydperk van drie maande opgeskort.

13. EISE

(1) Eise om siektebystand uit die Fonds moet by die Fonds ingedien word op die vorm wat die Raad van tyd tot tyd voorskryf en moet vergesel gaan van 'n gedetailleerde mediese sertifikaat op die voorgeskrewe vorm. Die koste van die mediese sertifikaat word deur die betrokke aansoeker gedra. Met dien verstande egter dat die Raad 'n onafhanklike mediese ondersoek mag vereis waarvan die koste teen die Fonds in rekening gebring moet word.

(2) Geen eis word deur die Fonds erken nie as die aansoeker versuim het om volgens behoorlike mediese advies te handel en siektebystand word betaalbaar slegs vanaf die datum waarop die lid sy mediese praktisyn geraadpleeg het.

14. POWERS AND DUTIES OF MANAGEMENT

The Council shall have full control of the affairs of the Fund and in particular may—

- (a) engage staff to assist in the administration of the Fund, fix their remuneration and define their duties;
- (b) refuse any, or all benefits to applicants who have acted in a manner calculated or reasonably likely to injure the interests of the Fund; provided that such applicant shall be permitted to appear before the Council to state his case;
- (c) sanction expenditure from the Fund;
- (d) take steps to enforce payment of contributions or any sums due to the Fund;
- (e) where any beneficiary has in its opinion drawn excessive benefits, cause an enquiry to be instituted and withhold such further benefits for such periods as it may determine.

15. RESERVATIONS

Notwithstanding anything contained in this Agreement—

- (a) the Council shall have discretionary power to grant additional assistance to employees suffering hardship arising from illness, and may grant special relief to employees by means of pecuniary grants, loans, or otherwise, on such conditions as it may from time to time determine;
- (b) the Council may grant exemption from any of the provisions of this Agreement under such terms and conditions and for such periods as it may determine.

Applications for exemption shall be made to the Secretary of the Council.

16. SICK PAY BENEFITS

(a) Subject to the provisions of subclauses (b) to (m) of this clause the following sick pay benefits shall be payable to members of the Fund who are absent from work on account of illness or accident:

Wage group	Sick pay benefits per week R
1. Up to R14.50 per week.....	8.00
2. Over R14.50 but not exceeding R19.60 per week.....	12.00
3. Over R19.60 but not exceeding R26.25 per week.....	15.00
4. Over R26.25 per week.....	18.00

(b) No sick pay benefits shall be payable for one day's absence. For all absences due to illness or accident, in excess of one day, sick pay benefits shall become payable, provided that all claims for sick pay benefits must be supported by a doctor's certificate. Sick pay benefits for absences of less than one week shall be calculated on a pro rata basis.

(c) No sick pay benefits shall be payable in respect of paid public holidays specified in the Main Agreement for the Industry or in respect of any portion of annual leave period for which an employee receives holiday pay, but an employee shall become entitled to benefits as from the date he or she was due to commence work, subject to the provisions of paragraph (b) above.

(d) For any disablement or illness falling within the provisions of the Workmen's Compensation Act, 1941, half the sick pay benefits prescribed in this clause shall be payable in addition to whatever is received from the Accident Fund established in terms of the said Act.

(e) No sick pay benefits shall be payable to female employees in respect of absence from work due to pregnancy or confinements.

(f) No sick pay benefits shall be paid to an employee in respect of the following:

(i) Insanity, mental disorders or neurosis, alcoholism, the use of narcotics, venereal disease, self injury or attempted suicide.

(ii) Engaging in hunting, mountaineering or racing on wheels professional sport, motor-cycling, other than motor-cycling to and from employees' normal work.

(iii) The performance of any unlawful act, service in the armed forces, flight or attempted flight in any aircraft except as a fare-paying passenger on a regular schedule airline.

(iv) Injury inflicted by any military or usurping power, whether or not there has been a declaration of war, or due to riots or civil commotion or engaging in fighting.

(v) Unless he observed all reasonable instructions or recommendations of his medical attendant to prevent the continuation or recurrence of an illness.

14. BESTUURSBEVOEGDHEDE EN -PLIGTE

Die Raad het volle beheer oor die sake van die Fonds en mag in die besonder—

- (a) personeel in diens neem om te help met die administrasie van die Fonds, hulle besoldiging vasstel en hulle pligte omskryf;
- (b) bystand aan aanzoekers weier wat op 'n wyse gehandel het wat daarop bereken is om die belange van die Fonds te skaad of wat dit na alle redelike waarskynlikheid sal doen: Met dien verstande dat sodanige aansoeker toegelaat word om voor die Raad te verskyn om sy saak te stel;
- (c) magtiging verleen vir uitgawes uit die Fonds;
- (d) stappe doen om die betaling van bydraes, of bedrae wat aan die Fonds verskuldig is, af te dwing;
- (e) waar 'n bevoordeelde na sy mening oormatige bystand ontvang het, ondersoek laat instel en vir dié tydperke wat hy mag bepaal, sodanige verdere bystand terughou.

15. VOORBEHOUDSBEPALINGS

Ondanks andersluidende bepalinge in hierdie Ooreenkoms—

(a) het die Raad diskresionêre bevoegdheid om bykomsende hulp te verleen aan werknemers wat swaar kry as gevolg van siekte, en mag die Raad spesiale bystand deur middel van geldelike toelae, lenings, of op ander maniere aan werknemers verleen op dié voorwaardes wat hy van tyd tot tyd bepaal;

(b) mag die Raad vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms verleen op dié voorwaardes en vir dié tydperke wat hy bepaal.

Aansoek om vrystelling moet by die sekretaris van die Raad gedoen word.

16. SIEKTEBYSTAND

(a) Behoudens subklousules (b) tot (m) van hierdie klousule, is die volgende siektebystand betaalbaar aan lede van die Fonds wat van die werk afwesig is weens siekte of 'n ongeluk:

Loongroep	Siektebystand per week R
1. Tot R14.50 per week.....	8.00
2. Meer as R14.50 maar hoogstens R19.60 per week.....	12.00
3. Meer as R19.60 maar hoogstens R26.25 per week.....	15.00
4. Meer as R26.25 per week.....	18.00

(b) Geen siektebystand is vir 'n afwesigheid van een dag betaalbaar nie. Siektebystand word betaalbaar vir alle afwesigheid, weens siekte of 'n ongeluk, wat langer as een dag duur: Met dien verstande dat alle eise om siektebystand deur 'n doktersertifikaat gesteun moet word. Siektebystand vir afwesigheid van minder as een week word op 'n pro rata-grondslag bereken.

(c) Geen siektebystand is ten opsigte van die openbare vakansiedae met besoldiging, soos in die Hoofdooreenkoms vir die Nywerheid gespesifiseer, of ten opsigte van 'n gedeelte van die jaarlikse verloftydperk waarvoor 'n werknemer vakansiebesoldiging ontvang, betaalbaar nie, maar 'n werknemer word, behoudens die bepalinge van paragraaf (b) hierbo, geregtig op bystand vanaf die datum waarop hy of sy moes begin werk het.

(d) Vir ongeskiktheid of siekte waarop die bepalinge van die Ongevallewet, 1941, van toepassing is, is die helfte van die siektebystand in hierdie klousule voorgeskryf, betaalbaar benewens die bedrag van die klousule word uit die Ongeluksfonds wat ingevolge genoemde Wet gestig is.

(e) Geen siektebystand is aan vroulike werknemers ten opsigte van afwesigheid van werk as gevolg van swangerskap of bevalings betaalbaar nie.

(f) Geen siektebystand word aan 'n werknemer ten opsigte van die volgende betaal nie:

(i) Kranksinnigheid, geestelike gekrenktheid, of neurose, alkoholisme, die gebruik van verdowingsmiddels, geslagsiektes, selfbesering of gepoogde selfmoord.

(ii) Deelname aan jag, bergklim of wedrenne op wiele, professionele sport, motorfietsry, uitgesonderd motorfietsritte na en van werknemers se gewone werk.

(iii) Die pleeg van 'n onwettige daad, diens in die gewapende magte, vlug of gepoogde vlug in 'n lugvaartuig, behalwe as 'n passasier, wat reisgeld betaal, in 'n gereelde vlug van 'n lugredery.

(iv) Besering toegedien deur 'n militêre of usurpatormag, afgesien daarvan of daar 'n oorlogsverklaring was of nie, of as gevolg van oproer of burgerlike onluste of deelname aan gevegte.

(v) Tensy hy alle redelike instruksies of aanbevelings van sy geneesheer gevolg het om die voortduur of herhaling van 'n siekte te voorkom.

(vi) In respect of any deformity, chronic disease, or other ailment from which he was suffering when he became a member of the Fund, or any illness directly connected with such ailment.

(vii) Undergoing special treatments recommended by persons other than a registered medical practitioner.

(viii) If he suffers injury, whether wilful or accidental, for which a third party is liable to pay and does pay compensation.

(ix) Any other activities not connected with his or her normal work as defined by the Council.

(g) No sick pay benefits shall be payable to employees during the period they are entitled to receive unemployment benefits falling within the scope of the Unemployment Insurance Act.

(h) An employee engaged subsequently to the date of coming into operation of this Agreement shall not be eligible for sick pay benefits until 13 weeks' contributions have been made to the Fund by him or her; provided that previous contributions terminated by a period of unemployment or a change of employer within the Industry shall count as qualifying contributions.

(i) Employees on leaving the Industry shall immediately cease to be entitled to sick pay benefits.

(j) An employee leaving the Industry and subsequently returning to the industry shall after 13 weekly contributions have been made to the fund by him or her be eligible for sick pay benefits.

(k) A member shall not be paid sick pay benefits in excess of a total period of 10 weeks absence a year. For the purposes of this clause the year will commence on the day that the first claim for sick pay benefits becomes due.

(l) No member shall engage in employment, whether for remuneration or not during the period he is in receipt of benefits.

(m) Should a member follow any remunerative occupation during the period he is in receipt of benefits without the consent of the Council, he shall refund the benefits received.

17. ADDITIONAL BENEFITS

In addition to the sick pay benefits prescribed in clause 16, the Fund shall pay doctors' fees, expenses of surgical operations, specialists' fees, hospital accommodation and medicines supplied on doctors' prescriptions.

Payment by the Fund in respect of these charges will be on the following basis and may be increased at the discretion of the Council; provided such increases are effected by way of a published agreement in terms of section 48 of the Act:

(i) *Doctors' fees.*—Expenses of treatment of any illness by a registered general medical practitioner or, on the instruction of such practitioner by a registered medical auxiliary:

Seventy per cent of the actual fee charged for such treatment, or of the corresponding tariff fee therefore, whichever is the lesser.

These benefits are not available in respect of surgery or specialists' services referred to below.

(ii) *Surgery.*—Expenses of surgical operations, and fees of registered specialists, surgeons, anaesthetists or general medical practitioners taking part in such operation:

Ninety per cent of the actual fees charged for such operation or of the corresponding tariff fee therefore, whichever is the lesser.

(iii) *Specialists' services.*—Expenses of treatment of any illness by a registered specialist:

Seventy per cent of the actual fee charged for such treatment, or of the corresponding tariff fee therefore, whichever is the lesser.

Benefits in respect of specialists' services are available only if the treatment was effected on the recommendation of a registered general medical practitioner. These benefits do not apply in respect of surgery.

(iv) *Hospital accommodation.*—The total cost of accommodation in hospitals administered by the Cape Provincial Administration. A member of the Fund may enter a private hospital if so desired but the Fund will then pay to such a member only the cost of accommodation had the member entered a Provincial hospital.

(v) *Medicines.*—An amount not exceeding R1 will be paid towards the cost of medicines prescribed by a registered medical practitioner during any one treatment.

(vi) Ten opsigte van 'n misvormdheid, chroniese siekte of ander aandoening waaraan hy gelyk het toe hy lid van die Fonds geword het, of 'n siekte wat regstreeks verband hou met sodanige aandoening.

(vii) Die ondergaan van spesiale behandeling aanbeveel deur ander persone as geregistreerde mediese praktisyns.

(viii) Indien hy beserings opdoen, hetsy opsetlik of per ongeluk, waarvoor 'n derde party aanspreeklik is om vergoeding te betaal en dit wel betaal.

(ix) Alle ander aktiwiteite wat nie met sy of haar gewone werk soos deur die Raad omskryf, in verband staan nie.

(g) Geen siektebystand is aan werknemers betaalbaar nie gedurende die tydperk wat hulle geregtig is om werkloosheidsbystand binne die bestek van die Werkloosheidsversekeringswet te ontvang.

(h) 'n Werknemer wat ná die datum van inwerkingtreding van hierdie Ooreenkoms in diens geneem word, is nie op siektebystand geregtig nie totdat hy of sy 13 weke se bydraes aan die Fonds betaal het: Met dien verstande dat vorige bydraes wat deur 'n tydperk van werkloosheid of 'n verandering van werkgever binne die Nywerheid beëindig is, as kwalifiserende bydraes tel.

(i) Sodra hulle die Nywerheid verlaat is werknemers nie meer op siektebystand geregtig nie.

(j) 'n Werknemer wat die Nywerheid verlaat en later na die Nywerheid terugkeer, is op siektebystand geregtig nadat hy of sy 13 weeklikse bydraes aan die Fonds betaal het.

(k) Daar mag nie siektebystand vir 'n afwesigheid van langer as altesaam 10 weke per jaar betaal word nie. Vir die toepassing van hierdie klousule begin die jaar op die dag waarop die eerste eis om siektebystand verskuldig word.

(l) Geen lid mag gedurende die tydperk wat hy bystand ontvang, diens doen nie, afgesien daarvan of hy vergoeding daarvoor ontvang of nie.

(m) Indien 'n lid gedurende die tydperk wat hy bystand ontvang, winsgewende werk sonder die toestemming van die Raad verrig, moet hy die bystand wat ontvang is, terugbetaal.

17. BYKOMENDE BYSTAND

Benewens die siektebystand in klousule 16 voorgeskryf, betaal die Fonds doktersgelde, die koste van snykundige operasies, spesialisgelde, en die koste van hospitaalbehandeling en medisyne wat volgens doktersvoorskrifte verskaf word.

Die betaling, deur die Fonds, van hierdie gelde geskied op onderstaande grondslag en mag na goedvinde van die Raad verhoog word: Met dien verstande dat sodanige verhogings bewerkstellig word by wyse van 'n gepubliseerde ooreenkoms ooreenkomstig artikel 48 van die Wet:

(i) *Doktersgelde.*—Die koste verbonde aan die behandeling van 'n siekte deur 'n geregistreerde algemene praktisyn of, in opdrag van sodanige praktisyn, deur 'n geregistreerde mediese helper:

Sewentig persent van die werklike gelde wat vir sodanige behandeling gevorder word of 70 persent van die ooreenstemmende vasgestelde gelde, naamlik die kleinste bedrag.

Hierdie bystand is nie ten opsigte van die chirurgiese of spesialisdiens hieronder genoem, beskikbaar nie.

(ii) *Chirurgie.*—Die koste van chirurgiese operasies en die gelde van geregistreerde spesialiste, chirurgie, narkotiseurs en algemene mediese praktisyn wat aan sodanige operasie deelneem:

Negentig persent van die werklike gelde wat vir sodanige operasie gevorder word of 90 persent van die ooreenstemmende vasgestelde gelde, naamlik die kleinste bedrag.

(iii) *Dienste van spesialiste.*—Die koste verbonde aan die behandeling van 'n siekte deur 'n geregistreerde spesialis:

Sewentig persent van die werklike gelde wat vir sodanige behandeling gevorder word of 70 persent van die ooreenstemmende vasgestelde gelde, naamlik die kleinste bedrag.

Bystand ten opsigte van die dienste van spesialiste is beskikbaar slegs indien die behandeling toegedien word op aanbeveling van 'n geregistreerde algemene mediese praktisyn. Hierdie bystand is nie ten opsigte van chirurgie van toepassing nie.

(iv) *Hospitaalbehandeling.*—Die totale koste van hospitaalbehandeling wat deur die Kaapse Provinsiale Administrasie bestuur word. 'n Lid van die Fonds kan in 'n private hospitaal opgeneem word indien hy dit verkies, maar die Fonds betaal dan aan sodanige lid slegs die koste van behandeling wat die lid in 'n provinsiale hospitaal sou betaal het.

(v) *Medisyne.*—'n Bedrag van hoogstens R1 word betaal ter bestryding van die koste van medisyne wat 'n geregistreerde mediese praktisyn gedurende een bepaalde behandeling voorgeskrif het.

For the purpose of this clause, the tariff referred to herein is that which appears in Government Notice R. 76 of 14 January 1970, as amended, from time to time, and the term "registered" means registered in terms of the Medical, Dental and Pharmacy Act, 1928.

18. CONTRIBUTIONS

(1) (a) In addition to the Trade Union contributions referred to in clause 12 of the Main Agreement, employers shall deduct from the wages of all employees who are members of the Trade Unions the amounts shown hereunder, which will constitute the employees' contribution to the Fund.

Earnings	Amount per week c
1. Up to R14.50 per week.....	10
2. Over R14.50 but not exceeding R19.60 per week..	15
3. Over R19.60 but not exceeding R26.25 per week..	20
4. Over R26.25 per week.....	25

(b) Each employer who is a member of the Cape Furniture Manufacturers' Association shall contribute each week in respect of his employees who are members of the trade unions the amounts shown hereunder:

Earnings of employee	Employers' contribution per week c
1. Up to R14.50 per week.....	10
2. Over R14.50 but not exceeding R19.60 per week..	15
3. Over R19.60 but not exceeding R26.25 per week..	20
4. Over R26.25 per week.....	25

(c) Such contributions shall be forwarded not later than the 10th day of each month, to the Council for payment into the Fund.

19. EMPLOYEE'S IDENTIFICATION CARD

(1) An employee's identification card shall be issued by the Council to each employee contributing to the Sick Fund as evidence of his or her registration as a contributor and such card shall not be transferable.

(2) These cards shall remain the property of the Fund and shall be surrendered to the Council when an employee ceases to contribute to the Fund.

20. IDEMNITY

The members of the Industrial Council and the officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about bona fide discharge of their duties.

This Agreement signed on behalf of the parties on 15 January 1970.

I. OSPOVAT, Chairman.
E. A. DEANE, Vice-Chairman.
R. U. KENNEY, Secretary.

Vir die toepassing van hierdie klousule, is die vasgestelde gelde wat hierin bedoel word, dié wat in Goewermentskennisgewing R. 76 van 14 Januarie 1970, soos van tyd tot tyd gewysig, verskyn, en beteken die term "geregistreer" geregistreer ingevolge die Wet op Geneeshere, Tandartse en Aptekers, 1928.

18. BYDRAES

(1) (a) Benewens die bydraes tot die vakverenigings in klousule 12 van die Hoofooreenkoms genoem, moet werkgewers van die lone van alle werknemers wat lede van die vakverenigings is, die bedrae aftrek wat hieronder getoon word, en dié bedrae maak die werknemers se bydrae tot die Fonds uit:

Verdiensle	Bedrag per week c
1. Tot R14.50 per week.....	10
2. Meer as R14.50 maar hoogstens R19.60 per week	15
3. Meer as R19.60 maar hoogstens R26.25 per week	20
4. Meer as R26.25 per week.....	25

(b) Elke werkgever wat lid van die Cape Furniture Manufacturers' Association is, moet elke week ten opsigte van sy werknemers wat lede van die vakverenigings is, die volgende bedrae bydra:

Verdiensle van werknemer	Werkgever se bydrae per week c
1. Tot R14.50 per week.....	10
2. Tot meer as R14.50 maar hoogstens R19.60 per week.....	15
3. Meer as R19.60 maar hoogstens R26.25 per week	20
4. Meer as R26.25 per week.....	25

(c) Sodanige bydraes moet voor of op die 10de dag van elke maand aan die Raad gestuur word vir inbetaling in die Fonds.

19. WERKNEMER SE PERSOONSKAART

(1) 'n Werknemer se identifikasiekaart word deur die Raad aan elke werknemer wat tot die Siekefonds bydra, uitgereik as bewys van sy of haar registrasie as 'n bydraer, en sodanige kaart is nie oordraagbaar nie.

(2) Hierdie kaarte bly die eiendom van die Fonds en moet aan die Raad teruggegee word wanneer 'n werknemer ophou om tot die Fonds by te dra.

20. VRYWARING

Die lede van die Nywerheidsraad en die amptenare en werknemers van die Fonds is nie vir die skulde en verpligtings van die Fonds aanspreeklik nie en word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes wat hulle in of in verband met die bona fide-uitvoering van hulle pligte aangaan.

Hierdie Ooreenkoms is op 15 Januarie 1970 namens die partye onderteken.

I. OSPOVAT, Voorsitter.
E. A. DEANE, Ondervoorsitter.
R. U. KENNEY, Sekretaris.

No. R. 758 22 May 1970
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

EXEMPTION FROM SICK LEAVE PROVISIONS.— FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE

I. Marais Viljoen, Minister of Labour, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, and with effect from the second Monday after the date of publication of this notice and for such period or periods as the Agreement published under Government Notice R. 772 of 22 May 1970, may be binding in terms of the Industrial Conciliation Act, 1956, hereby exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act in respect of employees who are entitled to benefits in terms of the said Agreement.

M. VILJOEN, Minister of Labour.

No. R. 758 22 Mei 1970
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

VRYSTELLING VAN SIEKTEVERLOFBEPALINGS. —MEUBELNYWERHEID, WES-KAAPLAND

Ek, Marais Viljoen, Minister van Arbeid, stel hierby kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 772 van 22 Mei 1970, kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet ten opsigte van werknemers wat ingevolge genoemde Ooreenkoms op bystand geregtig is.

M. VILJOEN, Minister van Arbeid.

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